

CHRISTENSEN JAMES & MARTIN
KEVIN B. CHRISTENSEN, ESQ. (175)
WESLEY J. SMITH, ESQ. (11871)
7440 W. Sahara Avenue
Las Vegas, Nevada 89117
Tel.: (702) 255-1718
Fax: (702) 255-0871
kbc@cjmlv.com, wes@cjmlv.com
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

* * * * *

UNITE HERE HEALTH, *et al.*,

Plaintiffs,

vs.

BEALE STREET BLUES COMPANY – LAS
VEGAS, LLC, *et al.*,

Defendants.

CASE NO.: 2:13-cv-00936-APG-GWF

STIPULATION AND CONSENT FOR
ENTRY OF JUDGMENT BY
CONFESSION AND FOR STAY OF
EXECUTION

Date: N/A

Time: N/A

Plaintiffs, Unite HERE Health and Southern Nevada Culinary & Bartenders Pension Trust (hereinafter “Plaintiffs” or “Trusts”), each acting by and through its designated fiduciary, and acting by and through their attorneys, Christensen James & Martin, and Defendants, Beale Street Blues Company – Las Vegas, LLC, Stewart Thomas Peters, Donald Greenop, Curtis Peery and Beale Street Blues Company, Inc. (collectively “Defendants”), acting by and through their attorneys, Cooper Levenson, P.A., hereby Stipulate and Agree (“Stipulation”), as follows:

1. This Stipulation and Order for Entry of Judgment by Confession is entered into by and between the Plaintiffs and Defendants to settle and conclude certain legal disputes relating to the payment of fringe benefit contributions, liquidated damages, interest, and attorney’s fees owed to the Plaintiffs by Defendants.

2. A Judgment by Confession (“Judgment”) shall be entered in favor of the Plaintiffs and against Defendants for the sum of One Hundred and Fifty Thousand Dollars (\$150,000.00), to resolve all pre-judgment damages owed to the Trust, including all delinquent contributions,

CHRISTENSEN JAMES & MARTIN
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
PH: (702) 255-1718 § FAX: (702) 255-0871


1 interest, liquidated damages, attorney's fees and costs for the period March 11, 2011 through
2 November 11, 2012 ("Audit Period").

3 3. Execution on the Judgment shall be stayed pursuant to the terms of this
4 Stipulation and the terms of the Judgment. In the event of Defendants' Default and failure to
5 cure as provided for under the Judgment, Plaintiff shall have the right to file a Notice of
6 Termination of Stay of Execution on the Judgment informing the Court that the stay has been
7 terminated by Defendant's Default and failure to cure.

8 4. This Stipulation is conditioned by certain and specific terms contained within the
9 Judgment executed contemporaneously herewith and incorporated herein by this reference.

10 5. All pending Motions, including Plaintiffs' Motion to Compel Discovery, to Deem
11 Admissions Admitted and for Sanctions [Doc. 21] filed on April 1, 2014, are hereby withdrawn
12 as moot and the Motion Hearing scheduled for May 20, 2014 at 9:30 am is hereby vacated.
13

14 CHRISTENSEN JAMES & MARTIN

15 By: 
16 Wesley J. Smith, Esq.
Attorneys for Plaintiffs

17 DATED this 20th day of May, 2014.
18

19 By: _____
20 Stewart Thomas Peters

21 DATED this ____ day of May, 2014.

22 By: _____
23 Donald Greenop

24 DATED this ____ day of May, 2014.

25 By: _____
26 Curtis Peery

27 DATED this ____ day of May, 2014.
28

BEALE STREET BLUES COMPANY-LAS
VEGAS, LLC

By: _____

Its: _____

DATED this ____ day of May, 2014.

BEALE STREET BLUES COMPANY, INC.

By: _____

Its: _____

DATED this ____ day of May, 2014.

1 interest, liquidated damages, attorney's fees and costs for the period March 11, 2011 through
 2 November 11, 2012 ("Audit Period").

3 3. Execution on the Judgment shall be stayed pursuant to the terms of this
 4 Stipulation and the terms of the Judgment. In the event of Defendants' Default and failure to
 5 cure as provided for under the Judgment, Plaintiff shall have the right to file a Notice of
 6 Termination of Stay of Execution on the Judgment informing the Court that the stay has been
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 11 Admissions Admitted and for Sanctions [Doc. 21] filed on April 1, 2014, are hereby withdrawn
 12 as moot and the Motion Hearing scheduled for May 20, 2014 at 9:30 am is hereby vacated.

13
 14 CHRISTENSEN JAMES & MARTIN

15 By: _____
 16 Wesley J. Smith, Esq.
 Attorneys for Plaintiffs

17 DATED this _____ day of May, 2014.

18 By: Stewart Thomas Peters
 19 Stewart Thomas Peters

20 DATED this 29 day of May, 2014.

21 By: Donald Greenop
 22 Donald Greenop

23 DATED this 28 day of May, 2014.

24 By: Curtis Peery
 25 Curtis Peery

26 DATED this 21 day of May, 2014.
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 28

BEALE STREET BLUES COMPANY-LAS
 VEGAS, LLC

By: SRAT PA
 Its: MANAGER

DATED this 29 day of May, 2014.

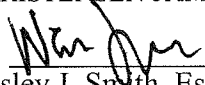
BEALE STREET BLUES COMPANY, INC.

By: SRAT PA
 Its: PRESIDENT

DATED this 29 day of May, 2014.

1
2 SUBMITTED BY:

3 CHRISTENSEN JAMES & MARTIN

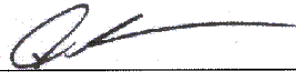
4 By: 
5 Wesley J. Smith, Esq.
6 *Attorneys for Plaintiffs*

APPROVED BY:

COOPER LEVENSON, P.A.

By: _____
Katherine M. Morris, Esq.
Attorneys for Defendants

7
8 **IT IS SO ORDERED.**

9 
10 _____
United States District Judge

11 Dated: June 2, 2014
12 _____
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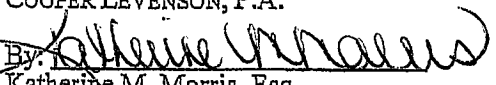
SUBMITTED BY:

CHRISTENSEN JAMES & MARTIN

By: _____
Wesley J. Smith, Esq.
Attorneys for Plaintiffs

APPROVED BY:

COOPER LEVENSON, P.A.

By:  _____
Katherine M. Morris, Esq.
Attorneys for Defendants

IT IS SO ORDERED.



United States District Judge

Dated: June 2, 2014

CHRISTENSEN JAMES & MARTIN
KEVIN B. CHRISTENSEN, ESQ. (175)
WESLEY J. SMITH, ESQ. (11871)
7440 W. Sahara Avenue
Las Vegas, Nevada 89117
Tel.: (702) 255-1718
Fax: (702) 255-0871
kbc@cjmlv.com, wes@cjmlv.com
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

* * * * *

UNITE HERE HEALTH, *et al.*,
Plaintiffs,

vs.

BEALE STREET BLUES COMPANY – LAS
VEGAS, LLC, *et al.*,
Defendants.

CASE NO.: 2:12-cv-01490

JUDGMENT BY CONFESSION

Date: N/A
Time: N/A

Pursuant to the express Stipulation and Consent for Entry of Judgment by Confession (“Stipulation”), it is hereby ORDERED, ADJUDGED AND DECREED that:

1. Plaintiffs Unite HERE Health and Southern Nevada Culinary & Bartenders Pension Trust (hereinafter “Plaintiffs” or “Trusts”), acting by and through their designated fiduciaries, shall take Judgment by Confession (“Judgment”) against Defendants, Beale Street Blues Company – Las Vegas, LLC, Stewart Thomas Peters, Donald Greenop, Curtis Peery and Beale Street Blues Company, Inc. (“Defendants”), for the sum of One Hundred and Fifty Thousand Dollars (\$150,000.00) (“Judgment Amount”). Interest shall accrue on the Judgment amount at the rate of seven percent (7%) per annum.

2. The Judgment Amount shall be paid to Plaintiffs as third party beneficiaries under the terms of a collectively bargained labor agreement (“CBA”) between the Mirage Casino-Hotel

1 (“Mirage”) and the Culinary Workers Union Local 226 and/or Bartenders Union Local 165
2 (“Unions”) and a Memorandum of Agreement (“MOA”) between the Mirage, Beale Street Blues
3 Company – Las Vegas, LLC and the Unions (hereafter CBA and MOA collectively “Labor
4 Agreement”). This Judgment includes settlement of all known claims by Plaintiffs for fringe
5 benefit contributions for work performed during the periods March 11, 2011 through November
6 11, 2012 (“Audit Period”), plus interest, liquidated damages, attorney’s fees and costs.

7 3. This Judgment is not intended to, and it does not, resolve, address or secure
8 claims that are as yet unknown to the Trusts, including any claims that may later be revealed by
9 Audit for periods subsequent to the Audit Period. The Trusts specifically reserve all Audit rights
10 for periods that have not been audited.

11 4. The Judgment Amount, including interest on the declining Judgment balance and
12 any after-accruing amounts for attorney’s fees and costs in the event of default, subject to the
13 terms of Paragraph 8 below, shall be paid by Defendants through fifteen (15) monthly
14 installments, due on or before the first (1st) day of each month, the first of which is due within
15 five (5) days of execution of this Judgment and the last of which is due on or before August 1,
16 2015, as follows:

- 17 a. Payment One (1) shall be remitted to the Trusts in the amount of
18 \$20,000.00 within five (5) days of execution of this Judgment;
19 b. Payments Two (2) through Fourteen (14) shall be remitted to the Trusts in
20 the amount of \$10,000.00 each, commencing on or before July 1, 2014,
21 and on the first (1st) day of each month thereafter; and
22 c. Payment Fifteen (15) shall be remitted to the Trusts in the estimated
23 amount of \$6,543.79 on or before August 1, 2015.

24 Subject only to the Defendants’ right to cure under Paragraph 8, the final payment of all unpaid
25 portions of the Judgment Amount, in the scheduled amount of \$6,543.79 (which includes interest
26 scheduled to accrue), shall be increased to include any late fees and after-accruing attorney’s fees
27 incurred by Plaintiffs relating to this Judgment for collection of the amounts referenced herein,
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1 and shall be paid by the Defendants to Plaintiffs on or before July 1, 2015.

2 5. The payments toward the Judgment Amount required herein shall be and made
3 payable to “Christensen James & Martin Special Client Trust Account” and shall be remitted to
4 and received on or before the due dates set forth in Paragraph 4 at the office of Plaintiffs’
5 attorney, Christensen James & Martin, Attn: Wesley Smith, Esq., 7440 W. Sahara Ave., Las
6 Vegas, Nevada 89117, or at such other location as the Defendants are notified in writing. Should
7 any of Defendants’ payments be returned for insufficient funds, all subsequent payments shall be
8 made using cashier’s checks or money orders.

9 6. The following potential claims are reserved by the Trusts: (i) any claims unrelated
10 to the Judgment Amount that are currently unknown to the Trusts; (ii) the obligation of the
11 Defendants or any trade or business under common control of Defendants (to the extent
12 Defendants or any trade or business under common control with Defendants have any obligation)
13 to pay, and the rights of the Trusts to assess and collect, withdrawal liability pursuant to 29 USC
14 § 1381 et. seq. (including the use of Defendants’ contribution history for purposes of calculating
15 any withdrawal liability); and (iii) any additional claims discovered by audit for any unaudited
16 period.

17 7. The Defendants shall have the right at any time to prepay the entire balance owed,
18 or any portion thereof, without incurring a prepayment penalty. However, interest will continue
19 to accrue on any amount that remains unpaid.

20 8. Should the Defendants fail to satisfy any of the conditions in this Judgment, a
21 written Notice of Default shall immediately be delivered to: COOPER LEVENSON, P.A., Attn:
22 Katherine M. Morris, 1125 Atlantic Ave., 3rd Floor, Atlantic City, New Jersey 08401, delivery
23 confirmation requested, and kmorris@cooperlevenson.com, or at such other address or means as
24 the Plaintiffs are notified in advance in writing. Each such Notice required to be sent shall result
25 in an automatic late fee and collection charge of \$150.00 (which will be applied as a credit
26 against any attorney’s fees and costs incurred as a result of the Default) to be paid in addition to
27 any payment that Defendants have failed to pay and shall be paid immediately with the cure
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1 payment. If the Defendants thereafter fail to make the required payment(s) or otherwise fail to
2 comply with the conditions of such paragraphs within ten (10) days of the date of such Notice,
3 Plaintiffs shall have the right to file a Notice of Termination of Stay of Execution on the
4 Judgment informing the Court that the stay has been terminated by Defendants' Default and
5 failure to cure, and Plaintiffs shall have the unconditional and immediate right to execute upon
6 the Judgment for whatever amount then remains due and owing, including after-accruing
7 interest, attorney's fees and costs, without further notice to the Defendants or Order from the
8 Court. In the event of Defendants' default and failure to cure, interest on any unpaid Judgment
9 balance shall accrue at the rate of seven percent (7%) from the default date until paid in full.

10 9. Defendants shall forthwith execute and submit the following documents, as
11 indicated, to Plaintiffs' attorney:

- 12 a. the Stipulation for Entry of Judgment by Confession and for Stay of
13 Execution;
- 14 b. this Judgment; and
- 15 c. Payment One, as described in Paragraph 4 above.

16 Signatures to the Stipulation and Judgment as provided via facsimile or scanned document shall
17 be valid and shall be deemed the equivalent of original signatures.

18 10. Execution on this Judgment shall be stayed through August 1, 2015, provided that
19 Defendants timely satisfy all of the conditions in this Judgment, in the event of Default
20 Defendants timely cure, and payment in full is made by the Defendants in accordance with the
21 terms of this Judgment.

22 11. Within ten (10) days of Plaintiffs' receipt and negotiation of the payments
23 described herein, this obligation will have been satisfied and Plaintiffs shall deliver to the
24 Defendants a written Satisfaction of Judgment and file the same with the Court. A Satisfaction of
25 Judgment shall not be executed, filed or delivered until all of Defendants' obligations under this
26 Judgment have been fully performed.


27 12. Defendants have consulted the attorney of their choice and fully understand the
28

obligations and consequences of the Stipulation and this Judgment.

DATED and done this ____ day of _____, 20____.

UNITED STATES DISTRICT COURT JUDGE

CHRISTENSEN JAMES & MARTIN

By: 
Wesley J. Smith, Esq.
Attorneys for Plaintiffs

BEALE STREET BLUES COMPANY-LAS
VEGAS, LLC

By: _____

Its: _____

DATED this 30th day of May, 2014.

DATED this ____ day of May, 2014.

By: _____
Stewart Thomas Peters

BEALE STREET BLUES COMPANY, INC.

DATED this ____ day of May, 2014.

By: _____

By: _____
Donald Greenop

Its: _____

DATED this ____ day of May, 2014.

DATED this ____ day of May, 2014.

By: _____
Curtis Peery

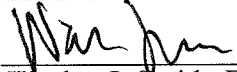
DATED this ____ day of May, 2014.

SUBMITTED BY:

APPROVED BY:

CHRISTENSEN JAMES & MARTIN

COOPER LEVENSON, P.A.

By: 
Wesley J. Smith, Esq.
Nevada Bar No. 11871
7440 W. Sahara Ave.
Las Vegas, Nevada 89117
Attorneys for Plaintiffs


By: _____
Katherine M. Morris, Esq.
New Jersey Bar No. 009551997
Admitted Pro Hac Vice
6060 Elton Avenue, Suite A
Las Vegas, Nevada 89107
Attorneys for Defendants

DATED this 30th day of May, 2014.

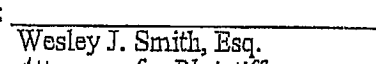
DATED this ____ day of May, 2014.

obligations and consequences of the Stipulation and this Judgment.

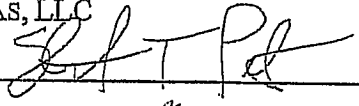
Dated: June 2, 2014.


UNITED STATES DISTRICT COURT JUDGE

CHRISTENSEN JAMES & MARTIN

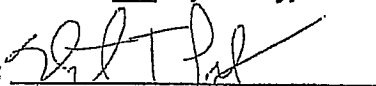
By: 
Wesley J. Smith, Esq.
Attorneys for Plaintiffs

BEALE STREET BLUES COMPANY-LAS
VEGAS, LLC

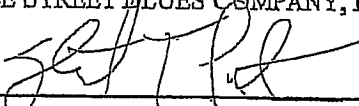
By: 
Its: MANAGER

DATED this 29 day of May, 2014.

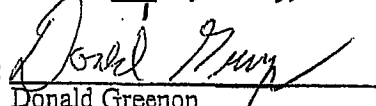
DATED this 29 day of May, 2014.

By: 
Stewart Thomas Peters

BEALE STREET BLUES COMPANY, INC.

By: 
Its: PRESIDENT

DATED this 29 day of May, 2014.

By: 
Donald Greenop

DATED this 29 day of May, 2014.

DATED this 23 day of May, 2014.

By: 
Curtis Peery

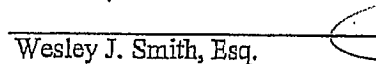
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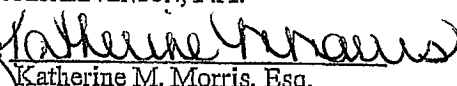
SUBMITTED BY:

APPROVED BY:

CHRISTENSEN JAMES & MARTIN

COOPER LEVENSON, P.A.

By: 
Wesley J. Smith, Esq.
Nevada Bar No. 11871
7440 W. Sahara Ave.
Las Vegas, Nevada 89117
Attorneys for Plaintiffs

By: 
Katherine M. Morris, Esq.
New Jersey Bar No. 009551997
Admitted Pro Hac Vice
6060 Elton Avenue, Suite A
Las Vegas, Nevada 89107
Attorneys for Defendants

DATED this day of May, 2014.

DATED this 30 day of May, 2014.

OATH AND VERIFICATION

STATE OF Tennessee)
) ss.
 COUNTY OF Shelby)

Stewart Thomas Petrus being first duly sworn upon oath, now verifies and declares that:

1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and
2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Further you affiant sayeth naught.

Elizabeth H. Ware
 Company Elas Stages, LLC for Beale Street Blues
 OF
 TENNESSEE
 NOTARY
 PUBLIC
 SHELBY COUNTY
 My Commission Expires 10/25/2015

Subscribed and Sworn before me
 this 29th day of May, 2014.
Elizabeth H. Ware
 Notary Public

OATH AND VERIFICATION

STATE OF Tennessee)
) ss.
 COUNTY OF Shelby)

Stewart Thomas Petrus being first duly sworn upon oath, now verifies and declares that:

1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and
2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Further you affiant sayeth naught.

Elizabeth H. Ware
 Company Elas Stages, LLC for Beale Street Blues
 STATE
 OF
 TENNESSEE
 NOTARY
 PUBLIC
 SHELBY COUNTY
 My Commission Expires 10/25/2015

Subscribed and Sworn before me
 this 29th day of May, 2014.
Elizabeth H. Ware
 Notary Public

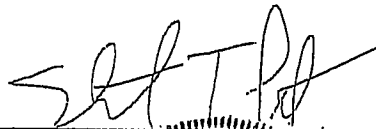
OATH AND VERIFICATION

STATE OF Tennessee)
 : ss.
 COUNTY OF Shelby)

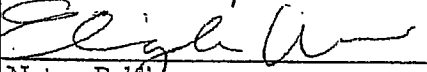
Stewart Thomas Peters, being first duly sworn upon oath, now verifies and declares that:

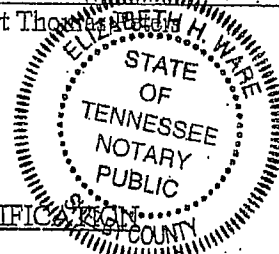
1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and
2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Further you affiant sayeth naught.


 Stewart Thomas Peters

Subscribed and Sworn before me
 this 29th day of March, 2014.


 Notary Public



My Commission
 Expires
10/25/2015

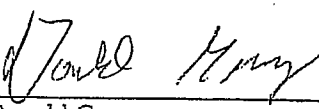
OATH AND VERIFICATION

STATE OF Tennessee)
 : ss.
 COUNTY OF Shelby)

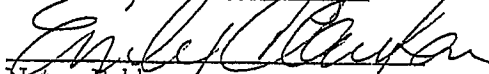
Donald Greenop, being first duly sworn upon oath, now verifies and declares that:

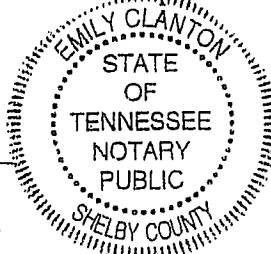
1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and
2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Further you affiant sayeth naught.


 Donald Greenop

Subscribed and Sworn before me
 this 23 day of May, 2014.


 Notary Public



MY COMMISSION EXPIRES:
 June 25, 2017

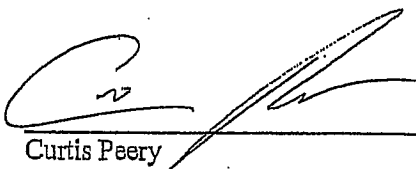
OATH AND VERIFICATION

STATE OF Tennessee)
COUNTY OF Robertson ss.

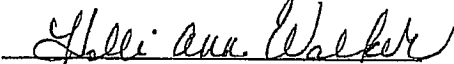
Curtis Peery, being first duly sworn upon oath, now verifies and declares that:

1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and
2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Further you affiant sayeth naught.


Curtis Peery

Subscribed and Sworn before me
this 21 day of May, 2014.


Notary Public

